



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (OA/FMDC)
INVITATION FOR BID (IFB)

IFB NO.: SDA486
TITLE: Janitorial Services – Kansas City Facilities
ISSUE DATE: 6/10/09

REQ NO.: FMDC-09-0030
BUYER: Ruth Ryals
PHONE NO.: (573) 526-4135
E-MAIL: ruth.ryals@oa.mo.gov

RETURN BID NO LATER THAN: WEDNESDAY, JULY 1, 2009 AT 1:30 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in the OA/FMDC office (301 W High Street, Room 730) by the return date and time.

<p>(U.S. Mail)</p> <p>RETURN BID TO: OFFICE OF ADMINISTRATION or DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION PO BOX 809 JEFFERSON CITY MO 65102-0809</p>	<p>(Courier Service)</p> <p>OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION 301 WEST HIGH STREET, ROOM 730 JEFFERSON CITY MO 65101-1517</p>
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CONTRACT PERIOD: August 1, 2009 through June 30, 2010

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Fletcher Daniels State Office Building 615 E. 13 th Street Kansas City, Missouri 64106	Kansas City DOLIR Building 1410 Genessee Kansas City, Missouri 64102	Kansas City Welcome Center 4010 Blueridge Cut-off Kansas City, Missouri 64133
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The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements, specifications and the Terms and Conditions contained herein. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive, sealed bids for the provision of janitorial services in the Fletcher Daniels State Office Building located at 615 East 13th Street; the Kansas City DOLIR Building located at 1410 Genessee; and the Kansas City Welcome Center located at 4010 Blueridge Cutoff, Kansas City, Missouri, as set forth herein.

1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Pricing Pages
- 5) Exhibits A-G
- 6) Attachments 1-4
- 7) Terms and Conditions

1.2 Background Information:

1.2.1 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the information provided is complete or totally accurate.

1.2.2 The Fletcher Daniels State Office Building:

- a. Located at 615 E. 13th Street in Kansas City, Missouri is a state owned building managed by an on-site Building Manager's Office which is part of the Office of Administration, Division of Facilities Management, Design and Construction. The office building is a seven (7) floor building occupied by approximately 750 state employees from various departments and divisions of State Government. The building is approximately 182,155 total square feet of space. (See Attachment #3 for approximate square footage per floor).
- b. The approximate annual quantities used in the past for replenishing supplies have been as follows:
 - Toilet Paper 18,000 Rolls
 - Paper Towels 9,000 packages (multi-fold 250 towels/pkg)
 - Wastebasket Liners 50,000 for the typical desk-side wastebaskets (approx 2 gal)
25,000 for the large hallway-type wastebaskets (approx 10 gal)
 - Liquid Hand Soap No historical data available for installed foam soap dispensers

1.2.3 The Kansas City DOLIR Building:

- a. Located at 1410 Genessee in Kansas City, Missouri is a state owned building managed by an off-site Building Manager's Office which is part of the Office of Administration, Division of Facilities Management, Design and Construction. The office building is a two (2) floor building occupied by approximately 150 state employees from various departments and divisions of State Government. The building is approximately 65,219 total square feet of space. (See Attachment #3 for approximate square footage per floor).

- b. The approximate annual quantities used in the past for replenishing supplies have been as follows:
 - Toilet Paper 4,500 Rolls
 - Paper Towels 2,250 packages (multi-fold 250 towels/pkg)
 - Wastebasket Liners 12,500 for the typical desk-side wastebaskets (approx 2 gal)
6,250 for the large hallway-type wastebaskets (approx 10 gal)
 - Liquid Hand Soap 13,266 fl oz of antibacterial hand soap (67 oz per bag)

1.2.4 The Kansas City Welcome Center:

- a. Located at 4010 Blue Ridge Cut-off in Kansas City, Missouri is a state owned building occupied by the Missouri Division of Tourism and is managed by an off-site Building Manager's Office which is part of the Office of Administration, Division of Facilities Management, Design and Construction. The building is one floor occupied by 1-3 employees with varying numbers of visitors each day from 8:00 a.m. through 5:00 p.m. six days a week. The building is approximately 2,425 total square feet of space. (See Attachment #3 for approximate square footage per floor).
- b. The approximate annual quantities used in the past for replenishing supplies have been as follows:
 - Toilet Paper 800 Rolls
 - Paper Towels 1,000 packages (multi-fold 250 towels/pkg)
 - Wastebasket Liners 1,250 for the typical desk-side wastebaskets (approx 2 gal)
1,250 for the large hallway-type wastebaskets (approx 10 gal)
 - Liquid Hand Soap 3,600 fl oz of antibacterial hand soap

1.3 Tour of Building:

- 1.3.1 A tour of the buildings will be held on **Tuesday, June 23, 2009**, beginning promptly at 11:30 a.m. in Room 505 of the Fletcher Daniels State Office Building located at 615 East 13th Street, Kansas City, MO.
 - a. The tour will continue and commence from the main lobby of the Kansas City DOLIR Building and then from the Kansas City Welcome Center.
 - b. Attendees are responsible for their own transportation to and from each location.
 - c. The purpose of the tour is to allow potential bidders an opportunity to inspect all buildings prior to submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.**
 - d. A record of those potential bidders attending the tour will be maintained for verification purposes.
- 1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the buildings and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements.
- 1.3.3 Bidders are strongly encouraged to advise the Office of Administration, Division of Facilities Management, Design and Construction, at least five (5) days prior to the scheduled tour of the building, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.
- 1.3.4 All questions regarding the Invitation for Bid and/or the competitive procurement process **must** be directed to Ruth Ryals of the Office of Administration, Division of Facilities Management, Design and Construction at (573) 526-4135 or ruth.ryals@oa.mo.gov.

1.4 Pre-Bid Conference:

- 1.4.1 A pre-bid conference regarding this Invitation for Bid will be held in the Fletcher Daniels State Office Building, Room 505 on **Tuesday, June 23, 2009**, prior to the tour of the buildings.
- 1.4.2 Pre-Bid Conference Agenda - The bidder should bring a copy of the IFB since it will be used as the agenda for the pre-bid conference.
- 1.4.3 Pre-Bid Conference IFB Questions – All potential bidders are encouraged to attend the Pre-Bid Conference as it will be used as the forum for questions, communications, and discussions regarding the IFB. The bidder should become familiar with the IFB and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the IFB.
 - a. Prior Communication – Prior to the Pre-Bid Conference, the bidder may submit written communications and/or questions regarding the IFB to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the IFB which may be brought up for discussion during the conference and which may require clarification.
 - b. During the Pre-Bid Conference, it shall be the sole responsibility of the bidder to orally address all issues previously presented to the buyer by the bidder, including any questions regarding the IFB or areas of the IFB requiring clarification.
 - c. Amendment to the IFB - Any changes needed to the IFB as a result of discussions from the Pre-Bid Conference will be accomplished as an amendment to the IFB. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.
- 1.4.4 Pre-Bid Conference Special Accommodations - Bidders are strongly encouraged to advise the Office of Administration, Division of Facilities Management, Design and Construction within five (5) working days of the scheduled pre-bid conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide janitorial services for the Fletcher Daniels State Office Building located at 615 East 13th Street; the Kansas City DOLIR Building located at 1410 Genessee; and the Kansas City Welcome Center located at 4010 Blueridge Cutoff, Kansas City, Missouri for the Office of Administration, Division of Facilities Management, Design and Construction, (hereinafter referred to as the “OA/FMDC” or “state agency”), in accordance with the provisions and requirements specified herein.
- 2.1.2 The contractor must perform all janitorial services as required herein in a consistent manner satisfactory to and acceptable by the state agency in order to provide a clean and sanitary environment for the building, the building’s contents, and the building tenants. The contractor shall agree and understand that the state agency shall inspect, review, oversee, and coordinate janitorial services with the contractor.
- 2.1.3 The contractor shall provide services for the areas of the building specified by the state agency. However, the state agency reserves the right to add or delete areas of the building for which the contractor shall provide services.
- 2.1.4 Any changed, added, or deleted areas of the building for which the contractor shall provide services shall be made by an amendment to the contract issued by the state agency.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment, and supplies necessary to perform the services required herein.

2.2 Equipment and Supply Requirements:

- 2.2.1 The contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, vacuums, and any other equipment necessary.
 - a. The contractor must supply vacuum cleaners that meet requirements of the Carpet and Rug Institutes “Green Label” Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70 decibels (dBA). (Information on CRI Green Label certification can be found at www.carpet-rug.org.)
 - b. Vacuums must be equipped with the proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer’s recommendations. Vacuum bags or canisters shall be inspected at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.
 - c. If a pile lifter is incorporated, it must be a commercial quality "pile lifter" pile brush, equipped with a rotary brush and an industrial type two (2) motor commercial vacuum equipped with high efficiency filtration bag (Certified Pile Lifter, Minuteman CC-3 Pile Lifter or comparable).
- 2.2.2 Products, Supplies, and Materials hereinafter (also referred to as "*product(s)*") – The contractor shall agree and understand that the state agency shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.
 - a. *Environmentally Preferable* - In the performance of the services required herein, the contractor should use environmentally preferable products, unless specified elsewhere.
 - 1) For the purposes of the contract, "*environmentally preferable*" shall be defined as those products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials

acquisition, production, manufacturing, packaging, distribution, reuse/post consumer content, operation, biodegradability, and pollution prevention through source reduction.

- b. Active microfiber technology should be used where appropriate to reduce cleaning chemical consumption.

2.2.3 The contractor shall furnish plastic wastebasket liners, toilet tissue, paper towels, liquid hand soap, disposable liners for sanitary napkin cans, sand for ash trays, blood and bodily fluid cleanup kits, and all cleaning supplies and materials necessary to perform the services required by the contract.

- a. Toilet tissue should be non-chlorine bleached, 2-ply roll, must fit the tissue dispenser installed in the building, and should contain a minimum 20% post-consumer recycled paper (Envision, Scott, Cascades, Green Select, or equal).
- b. Paper towels should be unbleached, must be rolled to fit Georgia Pacific dispensers installed in the building, and should contain a minimum of 40% post-consumer recycled paper (Georgia Pacific, Scott, or equal).
- c. Liquid hand soap must be a good grade containing antiseptic.
- d. Plastic trash can liners should be manufactured using 30% recycled materials and of good grade.
- e. Blood spill and body fluid kits shall meet OSHA standards for blood borne pathogen exposure control.

2.2.4 The contractor must provide and maintain in good repair rugs/mats of the size, type, and quantity deemed necessary by the state agency. The contractor must replace such rugs/mats as deemed necessary by the state agency. (See Attachment #4 for required matting quantities and sizes).

2.2.5 The contractor shall be assigned a closet(s) in the building (hereinafter referred to as the “*janitorial closet*”) for storage of all janitorial equipment, materials, and supplies necessary for the building.

2.2.6 The contractor shall not use any products, supplies, or equipment which may be injurious or damaging to the surfaces upon which they are to be applied.

2.2.7 Prior to the contractor’s use of any product/chemical in the building, the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building. The Material Safety Data Sheets shall become the property of the State of Missouri.

2.3 Specific Service Requirements: The contractor shall perform the following tasks in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc.

2.3.1 The contractor shall perform the Specific Service Requirements during the time periods as indicated below:

- a. **Fletcher Daniels State Office Building:** Between the hours of 5:00 p.m. and 8:30 p.m., Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.
- b. **Kansas City DOLIR Building:** Between the hours of 5:00 p.m. and 10:00 p.m., Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.

- c. **Kansas City Welcome Center:** Between the hours of 5:00 p.m. and 8:00 p.m., Monday through Saturday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.
- 2.3.2 Unless otherwise specified the requirements specified shall pertain to the Fletcher Daniels State Office Building; the Kansas City DOLIR Building; and the Kansas City Welcome Center.
- 2.3.3 **DAILY SPECIFIC SERVICE REQUIREMENTS:** The contractor shall perform the following tasks on a daily basis:
- a. Thoroughly vacuum all carpet from wall to wall, including all entrance and exit rugs/mats.
 - b. Clean all kitchens and break rooms including washing and disinfecting all hard surfaces.
 - c. Thoroughly sweep all hard surface floors using treated brooms or dust mops.
 - d. Replace rugs/mats when necessary. During inclement weather, the contractor shall replace or add additional rugs/mats in entry areas as directed by the state agency.
 - e. Wipe all flat surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, hand rails, etc. Clean and disinfect all telephones.
 - f. Wet mop all hard surface floors to give a clean and satisfactory appearance.
 - g. Remove cobwebs from all ceilings, doors, and corners within the building, as needed.
 - h. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass, as needed.
 - i. Clean and disinfect drinking fountains.
 - j. Spot clean all wall and partition surfaces, including light switches when required, to give a clean satisfactory appearance.
 - k. Empty all wastebaskets, and trash and disposal containers. Place trash and recyclable paper in appropriate containers. Wash wastebaskets and replace plastic liners, as needed.
 - l. Spot clean all carpet as spots appear.
 - m. Sift sand and remove cigarette butts from all smoking receptacles outside the building. Replace sand when it becomes discolored.
 - n. Remove all trash and sweep sidewalks for ten feet (10') from all entrances/exits to the building.
 - o. Clean light fixtures, as needed, to remove insects, dirt, etc., in and on the fixtures.
 - p. Brush and spot clean fabric furniture, as needed.
 - q. Clean janitorial closets after completion of the daily tasks and before exiting the building.
 - r. Wash all tables, as needed. Wipe all plastic chairs, as needed.
 - s. Spot clean all doors and frames.

- t. Spot clean all elevator walls and both sides of elevator doors.
- u. Secure all exterior division doors and any interior doors as requested by a department or division before exiting that department or division area.
- v. Remove full recycle bins and replace with empty recycle bins. Place full recycle bins in the pick-up location (dock).
- w. During inclement weather, such as snow, machine scrub all hard surface floors each night. Remove sand, soot, and salts from the building vestibules. Wash and scrub exterior plaza after inclement weather ends as directed by state agency.
- x. Any and all other related and contingent miscellaneous janitorial cleaning duties which may arise from time to time as a result of accidental spilling of any office materials or supplies.
- y. Walk the outside perimeter of the building(s) and remove any trash or debris. Clean sidewalks immediately adjacent to and around the building of any spills, splatter, foreign matter, or other messes.

2.3.4 **TWICE WEEKLY SPECIFIC SERVICE REQUIREMENTS:** The contractor shall perform the following tasks at least two (2) times every week, with at least two (2) days between the performance of the task.

- a. Spray buff all hard surface floors.
- b. Dust mop concrete corridors located in the basement.

2.3.5 **MONTHLY SPECIFIC SERVICE REQUIREMENTS:** The contractor shall perform the following tasks at least one (1) time every month within the first ten (10) work days of each month.

- a. Thoroughly scrub all hard surface floor areas removing all scuffs and black marks. Apply two (2) coats of skid-proof wax floor finish.
- b. Clean/dust all venetian/mini-blinds.
- c. Clean all baseboards.
- d. Dust all coat racks.
- e. Vacuum all cloth partitions. Clean bases and dust tops.
- f. Clean the carpet in elevators via wet extraction method. Wash elevator walls and ceilings.
- g. Clean/vacuum all vents.
- h. **Fletcher Daniels State Office Building** Clean the 1st floor exterior windows on the front of the building.

2.3.6 **QUARTERLY SPECIFIC SERVICE REQUIREMENTS:** The contractor must perform the tasks listed below every quarter prior to January 10, April 10, July 10, and October 10.

- a. Clean both sides of all interior windows.
- b. Clean all glass surfaces, other than windows.

- c. Thoroughly wash, clean, and disinfect all wastebaskets.
- d. Vacuum tops of wall-mounted cabinets.

2.3.7 **SEMI-ANNUAL SPECIFIC SERVICE REQUIREMENTS:** The contractor must perform the tasks listed below every six months in April and again in October prior to the 10th of the month.

- a. Deep clean all carpet via wet extraction method. The contractor must notify the lead tenant contact person at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the contractor shall resolve problem areas as requested by the lead tenant contact person.
- b. Clean all heating and air conditioning registers.
- c. Dust all pipes and ductwork.
- d. Vacuum all upholstered furniture.

2.3.8 **ANNUAL SPECIFIC SERVICE REQUIREMENTS:** The contractor shall provide the following task within the first sixty (60) calendar days of the effective date of the contract and then one (1) time per year, by the 10th working day of October.

- a. Clean all wall surfaces, taking care not to use any liquid that will mar or scratch paneling.
- b. Strip and refinish all hard surface floors with two (2) coats of skid-proof wax.

2.4 Restroom Requirements: The contractor shall clean and disinfect all restrooms located in the building in accordance with the following. For purposes of restroom requirements, “*clean*” shall be defined as disinfecting, polishing, and removing all water spots. Disinfectant must be a “*hospital*” grade quaternary disinfectant that kills fungus, viruses, and bacteria and has organic soil tolerance.

2.4.1 The contractor shall perform the Restroom Requirements during the time periods as indicated below:

- a. **Fletcher Daniels State Office Building:** Between the hours of 5:00 p.m. and 8:30 p.m., Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.
- b. **Kansas City DOLIR Building:** Between the hours of 5:00 p.m. and 10:00 p.m., Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.
- c. **Kansas City Welcome Center:** Between the hours of 5:00 p.m. and 8:00 p.m., Monday through Saturday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.

2.4.2 **DAILY RESTROOM REQUIREMENTS:** The contractor shall perform the following tasks five (5) times each week for the Fletcher Daniels State Office Building and the Kansas City DOLIR Building and six (6) times each week for the Kansas City Welcome Center.

- a. Clean all surfaces of all restrooms located in the building.
- b. Clean toilet bowls and seats, urinals, hand basins, counter tops, and the walls around these fixtures.
- c. Clean all mirrors, bright work, chrome pipes, and fittings.

- d. Wet mop all restroom floors using a disinfectant.
- e. Clean stall partitions, doors, door frames, and push plates (all sides).
- f. Dust or wipe all horizontal surfaces.
- g. Empty and clean (inside and out) all trash containers and disposals; change liners daily.
- h. Restock dispensers to normal limits (soap, toilet tissue, paper towels).
- i. Remove spots, stains, scuff marks, and finger and hand prints.
- j. Report all damage.

2.4.3 **WEEKLY RESTROOM REQUIREMENTS:** The contractor shall perform the following tasks one (1) time per week.

- a. Clean air diffusers in all restrooms.
- b. Pour five (5) gallons of water down each floor drain.
- c. Spot clean exposed pipes.

2.4.4 **MONTHLY RESTROOM REQUIREMENTS:** One (1) time per month, within the first ten (10) consecutive work days of each month, the contractor must perform the monthly tasks listed below.

- a. Clean and disinfect all walls.
- b. Machine scrub all restroom floors.

2.5 Personnel Requirements:

2.5.1 Day Porter/Matron Requirements – The contractor shall assign personnel for daytime services as specified below, who shall be considered Day Porters/Matrons and shall be responsible for the janitorial upkeep of the buildings during the assigned hours.

- a. **Fletcher Daniels State Office Building:** The contractor shall provide two (2) people (1 male and 1 female) who must be on-site from 7:30 a.m. to 4:30 p.m. with one (1) hour lunch break, every Monday through Friday, excluding state holidays.
- b. **Kansas City DOLIR Building:** The contractor shall provide one (1) person who must be on-site from 8:00 a.m. to 5:00 p.m. with one (1) hour lunch break, every Monday through Friday, excluding state holidays.
- c. **Kansas City Welcome Center:** No Day Porter/Matron required.

2.5.2 The contractor shall provide Day Porter/Matron with a cell phone to allow the state agency to contact the Day Porter/Matron throughout the work day. The contractor shall agree and understand that state agency staff shall advise the contractor's Day Porter/Matron of the specific duties that are necessary as the situation arises; however, the contractor's Day Porter/Matron shall perform any of, but not limited to, the following duties:

- a. Wipe down and spot clean restrooms.
- b. Replenish restroom supplies.
- c. Clean entrance glass.
- d. Remove cigarette butts from ash urns.
- e. Sweep, dust mop, and damp mop various floors.
- f. Miscellaneous janitorial cleaning duties which may arise from time to time as a result of accidental spilling of any office materials, supplies, or other products.
- g. Any and all other related and contingent miscellaneous janitorial cleaning duties requested by the state agency.

2.5.3 Working Supervisor - The contractor shall provide a Working Supervisor who shall be located on-site and shall provide a minimum of twenty (20) hours of services at times prescribed by the state agency. The Working Supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity for a building of the approximate size and characteristics of the Fletcher Daniels State Office Building. At a minimum, the contractor's Working Supervisor shall:

- a. Supervise all the contractor's personnel providing janitorial services and inspect the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- b. Inspect services performed each day and ensure that all requirements are completed satisfactorily and acceptable to the state agency standards.
- c. Train and assign duties for the contractor's personnel as necessary.
- d. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building, and the general public.
- e. Ensure that the reports are submitted as required and as needed.
- f. Contact the building manager's office on a daily basis regarding problems and other directions.
- g. Meet with the state agency two times per week during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.
- h. Meet with the building tenants, according to a schedule approved by the state agency and the building tenants, to discuss janitorial issues.

2.5.4 The state agency reserves the right to approve or disapprove appointment of any of the contractor's personnel to provide services required by the contract. The state agency also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the contractor's assigned personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

2.5.5 The contractor shall supervise all the contractor's personnel and the services provided by such personnel as required to satisfactorily perform the requirements of the contract.

- 2.5.6 The contractor, or the contractor's personnel designated as a representative of the contractor (hereinafter referred to as the "*contractor contact person*"), must be available during normal business hours (8:00 a.m. to 5:00 p.m.) for telephone conversations and/or meetings with personnel from the state agency and the lead tenant contact person regarding the janitorial services.
- a. Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
 - b. By no later than ten (10) days after the award of the contract, the contractor shall provide the state agency and lead tenant contact person with the name, address, and telephone number for the contractor contact person.
- 2.5.7 The contractor shall perform the requirements specified herein using "*team cleaning*". "*Team cleaning*" as used herein shall be defined as cleaning in which the contractor's personnel are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas as opposed to assigning one (1) person general cleaning tasks for an assigned area.
- 2.5.8 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.
- 2.5.9 The contractor must ensure that each of the contractor's assigned personnel are reasonably dressed and groomed while on site, are wearing an article of clothing identifying the contractor and have a visible picture ID tag at all times.
- 2.5.10 The contractor and/or the contractor's personnel must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by the state agency.
- 2.5.11 The contractor's personnel shall not loiter in the building nor smoke anywhere in the building, including any interior loading dock area.
- 2.5.12 The contractor shall not use nor allow the contractor's personnel to use any State of Missouri telephones and/or equipment in the building.
- 2.6 Security Requirements:**
- 2.6.1 The contractor shall prevent all unauthorized persons from entering the building and shall keep the building locked while the contractor and the contractor's personnel are on the premises.
- 2.6.2 When the contractor and/or the contractor's personnel leave the buildings, the contractor shall lock all doors and turn off lights. In addition, if the buildings contain other security system(s), the contractor shall activate the system(s) according to state agency instructions in order to protect the security of the buildings.
- 2.6.3 The contractor shall be issued keys to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys. In addition, the contractor shall not duplicate any of the keys issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, the State of Missouri shall have the right to immediately replace the locks and all keys and to charge the contractor for such replacement.
- a. In the event the contractor or a person assigned by the contractor to perform services loses a key(s), the contractor must notify the lead tenant contact person within one (1) working day from the date the loss is discovered. The contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.

- b. At the expiration/termination/cancellation of the contract, the contractor must surrender all the keys issued to the contractor by the lead tenant contact person. Any payments due the contractor shall be withheld until the contractor has surrendered all keys issued. In the event that all keys are not returned, the contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
- 2.6.4 The contractor and each of the contractor's personnel assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain each of the required security clearances from the State Highway Patrol.
- a. Prior to the effective date of the contract and assignment of any new person to provide services under the contract, the contractor shall provide the state agency with the following:
 - 1) A copy of the security clearance information obtained from the State Highway Patrol for each person assigned to the building,
 - 2) A completed Authorization for Release of Information Form (Attachment #1), and Confidentiality Oath (Attachment #2) individually signed by the contractor and each person assigned to the building.
 - b. The state agency and/or lead tenant contact person shall have the right to deny access to the building to any of the contractor's personnel for any reason.
- 2.6.5 In the process of performing the requirements of the contract, the contractor and/or the contractor's personnel may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's personnel must not at any time disclose, directly or indirectly, any information gained during the performance of the janitorial services.
- 2.7 Supplemental Service Requirements:** The contractor shall perform any of the following Supplemental Services at the request of the state agency. Any such Supplemental Services requested shall be in addition to the services specified herein. The decision as to what constitutes a Supplemental Service and when a Supplemental Service is required shall rest solely with the state agency.
- 2.7.1 Additional Carpet Cleaning - The contractor shall perform additional deep cleaning carpet/water extraction services for the carpet as the necessity arises as determined and instructed by the state agency.
 - 2.7.2 Additional Hard Floor Cleaning – The contractor shall perform additional stripping and refinishing services for vinyl flooring as the necessity arises as determined and instructed by the state agency.
 - 2.7.3 Deep Cleaning of Upholstered Furniture - The contractor shall perform deep cleaning services for any of the listed upholstered furniture as the necessity arises as determined and instructed by the state agency:
 - a. Manager's Chair
 - b. Side Chair (upholstered without arm upholstering)
 - c. Sofa
 - 2.7.4 Construction Clean-up - Due to construction, there is often a need for additional cleaning in construction areas. Therefore, the contractor shall provide one time construction clean-up and/or on-going construction clean-up as determined necessary and as instructed by the state agency.
 - 2.7.5 Additional Personnel – The contractor shall provide janitorial personnel on an as needed, if needed basis.

2.8 Reporting Requirements

- 2.8.1 Prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify the state agency in writing of the anticipated beginning and completion date for each task required. The contractor must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from the state agency. Such notification shall hereinafter be referred to as the “*task schedule notice*”.
- 2.8.2 The contractor shall maintain a daily log of all services performed on that day. The daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents, such as unlocked doors, breakage, damage, as well as any mitigating circumstances which prevented the contractor’s personnel from performing the contractual service. The daily log shall remain on the premises at the building at a mutually agreed to location accessible to both the contractor and the state agency. The daily log shall become the property of the State of Missouri.

2.9 Payment and Invoicing Requirements:

- 2.9.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
- b. The contractor must submit invoices on the contractor’s original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri’s EFT addendum record to enable the contractor to properly apply the state agency’s payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri’s central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.
- 2.9.2 Invoicing - The contractor shall submit a monthly invoice to the “bill to” address as specified on the purchase order for services actually provided to the state agency. The contractor must include the number of square feet cleaned, the firm, fixed per square foot, per month price as stated on the Pricing Page, the contract number, the building location, and the dates of service on each monthly invoice. Unless otherwise specified by the state agency, the contractor shall submit invoices for Supplemental Services to the State Department/Division specified by the state agency.
- 2.9.3 Payment - The contractor shall be paid the firm, fixed per square foot, per month price specified on the Pricing Page for janitorial services actually provided, subject to the assessment of any liquidated damages as specified herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of work days in that particular month to obtain a daily rate, and then multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.
- 2.9.4 If any of the Supplemental Services as specified herein were required and performed during the monthly invoice period, the contractor shall be paid the firm, fixed price specified on the Pricing Page for the type of Supplemental Services cleaning performed.
- 2.9.5 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.10 Contractual Compliance and Liquidated Damages:

- 2.10.1 Because the contractor was familiar with the building and the conditions that existed prior to award of the contract, the contractor shall not be relieved of responsibility for performance under the contract for any reason whatsoever.
- 2.10.2 Contract Monitoring - The state agency and/or lead tenant contact person shall monitor the contract throughout the effective period of the contract to ensure contractual compliance. If there are reported concerns related to the performance of services by the contractor or the contractor's personnel, if the contractor's performance does not meet the requirements stated herein, or if the contractor's services are not to the satisfaction of the state agency or are otherwise substandard, deficient, or incomplete, the contractor shall be considered in breach of contract and subject to the remedies available to the State of Missouri, including charging the contractor any of the liquidated damages described in the Liquidated Damages paragraphs below and/or contract cancellation (as described in the Cancellation of Contract provisions included in the attached Terms and Conditions). The contractor shall understand and agree that the state agency and/or lead tenant contact person shall be the final judge as to what constitutes a substandard, deficient, or incomplete service or other performance concern as stated herein. Any such determination by the state agency shall be final and without recourse.
- 2.10.3 Liquidated Damages - The contractor shall agree and understand that the provision of the janitorial services in accordance with the requirements stated herein is considered critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- a. For each task required herein that is not performed by the contractor or that is performed in a substandard, deficient, or incomplete manner, as documented in the daily log and by observation of the state agency, the contractor shall pay liquidated damages in the amount specified below for each day after the task was required to be performed until it is performed and approved:

1) Daily Requirement	\$2.50 per task
2) Twice Weekly Requirement	\$5.00 per task
3) Weekly Requirement	\$7.50 per task
4) Twice Monthly Requirement	\$8.50 per task
5) Monthly Requirement	\$10.00 per task
6) Quarterly Requirement	\$15.00 per task
7) Semi-Annual Requirement	\$20.00 per task
8) Annual Requirement	\$25.00 per task
 - b. Furthermore, the contractor must respond to any contact from the state agency and/or lead tenant contact person regarding substandard, deficient, or incomplete service within twenty-four (24) hours following notification of such problems. The contractor must correct the problem within a reasonable period of time after notification. The contractor shall understand and agree that the state agency and/or lead tenant contact person shall be the final judge as to what shall be considered as a reasonable amount of time. In the event the contractor fails to respond to the state agency or lead tenant contact person within twenty-four (24) hours or in the event the contractor fails to correct the problem within a reasonable amount of time, the contractor shall pay liquidated damages to the state agency in accordance with one of the following calculations:
 - 1) If the state agency hires an outside/private company to correct the substandard, deficient, or incomplete service, the contractor shall pay the state agency the total cost charged by such company to perform the service.

- 2) If the state agency uses State of Missouri personnel or resources to correct the substandard, deficient, or incomplete service, the contractor shall pay the state agency the actual costs incurred by the State of Missouri. Such actual costs shall be calculated by the per hour price of the state personnel who performed the service and shall include material costs, etc.
 - c. For each day that a required report, document, or notification is late or not provided after it is due, the contractor shall pay the state agency liquidated damages in the amount of \$10.00 per day until it is received. Such liquidated damages shall apply to each of the following:
 - 1) Security Clearance documentation
 - 2) Task Schedule Notice
 - 3) Daily Log
 - 4) Material Safety Data Sheets
 - 5) Response to any contact from the state agency regarding substandard, deficient, or incomplete service
 - d. In the event of any breakage, damage, theft, or loss of the equipment, supplies, materials, or other items in the building through negligence or other inappropriate actions of the contractor or the contractor's personnel while working on the building's premises, the contractor shall pay damages to the state agency in the actual amount of such loss.
 - e. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
 - f. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
 - g. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.
- 2.10.4 If, as a result of contract monitoring, the state agency and/or lead tenant contact person determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor by the state agency and/or lead tenant contact person of the determination of high-risk and of any special conditions or restrictions to be imposed.

2.11 Other Contractual Requirements:

- 2.11.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the state agency's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. A notice of award issued by the state agency does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the state agency, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the state agency prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.11.2 Contract Period - The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The state agency shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the state agency exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.11.3 Renewal Periods - If the option for renewal is exercised by the state agency, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.11.4 Termination - The state agency reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.11.5 Transition:
- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
 - b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
 - 1) Such assistance shall include completing of all daily requirements on the last effective day of the contract including restocking of all dispensers to normal limits.
 - 2) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
 - 3) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
 - 4) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the

expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

- 2.11.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.11.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- 2.11.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
 - d. Pursuant to subsection 1 of section 285.530, RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
 - 2) shall not henceforth be in such violation and

- 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.11.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.11.10 Authorized Personnel - The contractor understands and agrees that by signing the IFB, the contractor certifies the following:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the OA/FMDC the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the OA/FMDC a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.11.11 Contractor Status - The contractor represents himself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the State of

Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.11.12 Confidentiality and Security Documents

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.11.13 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.11.14 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency throughout the effective period of the contract.

2.11.15 Federal Funds Requirements - The Contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the Contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.11.16 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded bid. If the contractor's

payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

2.11.17 Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The Contractor hereby certifies that he will comply with all of the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein specifically with respect to work performed in any facility occupied by the Department of Mental Health. Information regarding the Department of Mental Health's HIPAA requirements can be found at: www.dmh.mo.gov/cps/confidentiality/HIPAA.htm.

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

- 3.1.1 The bidder should include completed Exhibits, forms, and other information concerning the bid (including completed Pricing Pages) with their response.
- a. Delivered bids must be sealed in an envelope or container, and received in the OA/FMDC office located at 301 West High St, Room 730 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the OA/FMDC post office box address or delivered by courier service. However, it shall be the responsibility of the bidder to ensure their bid is in the OA/FMDC office (address listed above) no later than the exact opening time and date specified in the IFB.
 - b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
 - c. A bid which has been delivered to the OA/FMDC office may be modified by signed, written notice which has been received by the OA/FMDC prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
 - d. A bid which has been delivered to the OA/FMDC office may only be withdrawn by a signed, written notice or facsimile which has been received by the OA/FMDC prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
 - e. Bidders delivering a hard copy bid to OA/FMDC must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
 - f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.
 - g. The bid should be page numbered.
 - h. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested, but not required, to print the bid double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted using printer or other loose leaf paper in a notebook or binder.
- 3.1.2 Open Records – Pursuant to RSMo 610.021, the bid shall be considered an open record after the bids are opened. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- a. Additionally, after a contract is executed or all bids are rejected, the bids are scanned into the OA/FMDC contract records.
 - b. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids and should limit bid content to items that provide substance, quality of content, and clarity of information.

3.1.3 The bidder should include completed copies of each Exhibit and any other requested or required information with the bid. The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit information if it is not included with the bid. The bidder's failure to include completed exhibits, forms, and other requested or required information with the bid, including Pricing and Renewal information, may adversely affect the bid.

a. The bid should be page numbered.

b. The signed page one from the original IFB and all signed amendments should be placed at the beginning of the bid.

3.1.4 Questions Regarding the IFB - The bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Those questions which necessitate a change to the IFB will be addressed via an amendment to the IFB. Written records of the questions and answers will not be maintained.

a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-751-7277.

b. Bidders are advised that any questions received less than ten calendar days prior to the IFB opening date may not be addressed.

c. Except as stated below, the bidder and the bidder's agents may not contact any other state employee regarding the IFB, the evaluation, etc., during the solicitation and evaluation process.

1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.

2) The bidder may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

3) Bidders and their agents who have questions regarding this matter should contact the buyer.

3.2 Bid opening

3.2.1 Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The OA/FMDC will not provide prices or other bid information via the telephone.

3.2.2 Bids which are not received in the OA/FMDC office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

3.3 Evaluation Process – Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder.

3.3.1 Low Bid Determination:

a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted as follows:

1) The cost evaluation shall be based on a total annual cost determined using the per square foot, per month prices stated on the Pricing Page for the original contract period and each potential renewal period times the total square footage amount listed in the Background Information section of the IFB and the quantities listed below for supplemental services. The supplemental services will be evaluated for a one time per year occurrence.

- Additional carpet cleaning of 5,000 sq. ft of carpet;
- Additional stripping and refinishing of 5,000 sq. ft. of vinyl flooring;
- Additional professional cleaning of upholstered furniture for 10 manager's chairs;
- Additional professional cleaning of upholstered furniture for 10 side chairs;
- Additional professional cleaning of upholstered furniture for 10 sofas;
- One-time construction clean-up of 10,000 sq. ft.;
- On-going construction clean-up of 10,000 sq. ft.
- Additional personnel for 100 hours.

- 2) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \frac{\text{Maximum Cost Evaluation points (200)}}{1} = \text{Assigned Cost Points}$$

- 3) Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

3.3.2 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

- a. In order to qualify for the ten bonus points, the bidder must meet the following conditions and provide the following evidence:

- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- 2) The bidder must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.

- 3) The bidder must provide the following information with the bid:

- ✓ Participation Commitment - The bidder must complete Exhibit B, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
- ✓ Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit C, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the bidder in the performance of the required services and/or provision of the required products (identified by the Invitation for Bid (IFB) number or other identifier) in an amount that must

equal the amount specified on the bidder's Participation Commitment Form, Exhibit B; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com> and <http://www.alphapointe.org>
- d. Commitment – If the bidder's bid is awarded, the participation committed to by the bidder on Exhibit B, Participation Commitment, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.

3.3.3 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.

- a. Responsibility and Reliability in Experiences:
 - 1) The bidder should complete Exhibit A with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB. In addition, the bidder should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the bidder for the contact person's company.
 - 2) If references for current and/or previous contracts are not identified in the bid, the Division of Facilities Management Design and Construction may request that the bidder identify one or more references. The Division of Facilities Management Design and Construction must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.
- b. Familiarity with the Building – A bidder's familiarity with the building is considered essential to obtain a clear and complete understanding of the requirements. Therefore, on Exhibit F, the bidder should document a thorough knowledge of the building based on either (1) the bidder's attendance at a tour, or (2) through other knowledge of the building gained from some other means.
 - 1) The state agency will provide the Division of Facilities Management Design and Construction with the attendance record documenting all bidders who attended the scheduled tour.
 - 2) If the bidder did not attend the scheduled tour, the bidder must provide relevant information regarding the bidder's familiarity with the physical layout, condition, etc. of the building. The bidder is advised that neither the review of building floor plans nor an independent public viewing gives an accurate account or knowledge of the building for janitorial purposes. Therefore, the bidder should not assume that such a review makes a bidder familiar with the building.

3.4 Miscellaneous Submittal Information:

- 3.4.1 Missouri Service-Disabled Veteran Business Preference - Any bidder eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete Exhibit D, Missouri Service-Disabled Veteran Business Preference, and provide the specified documentation in accordance with the instructions provided therein.

- 3.4.2 Affidavit of Work Authorization and Documentation - Pursuant to 285.530 RSMo, if the bidder meets the RSMo 285.525 definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the bidder must affirm the bidder’s enrollment and participation in the E-Verify federal work authorization program with respect to the personnel hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete and submit applicable portions of Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization with the bid. The applicable portions of Exhibit E must be submitted prior to an award of a contract.
- 3.4.3 The bidder should complete and submit Exhibit F, Miscellaneous Information.
- 3.4.4 Debarment Certification – The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc., Exhibit G with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.4.5 Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Facilities Management Design and Construction. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker’s compensation/unemployment compensation)

3.5 Contract Award:

- 3.5.1 Final Determination - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past three (3) years, and/or (2) inability of the bidder to document responsible and reliable past performance of janitorial services similar to the services required herein, particularly provided in a similar sized building for a period of not less than twelve consecutive months, and/or (3) failure by the bidder to demonstrate familiarity with the physical layout and condition of the building, and/or (4) failure of the bidder to provide a reference(s).
- 3.5.2 The contract will be awarded to the lowest responsive and responsible bidder determined as specified herein.

4. PRICING PAGE

- 4.1 Janitorial Services** - The bidder shall provide a firm, fixed per square foot, per month price for providing janitorial services in accordance with the provisions and requirements specified herein. With the exception of the Supplemental Services, all costs associated with providing the required services shall be included in the stated price.

Description <i>C/S Code: 91039</i>	Original Contract Period Firm, Fixed Price	First Renewal Period Firm, Fixed Price	Second Renewal Period Firm, Fixed Price	Third Renewal Period Firm, Fixed Price	Fourth Renewal Period Firm, Fixed Price
Janitorial Services	\$ _____ per square foot, per month Line Item 001	\$ _____ per square foot, per month Line Item 002	\$ _____ per square foot, per month Line Item 003	\$ _____ per square foot, per month Line Item 004	\$ _____ per square foot, per month Line Item 005

- 4.2 Supplemental Service:** The bidder shall state a firm, fixed price for each of the following supplemental services in accordance with the provisions and requirements specified herein. All costs associated with providing supplemental services shall be included in the stated prices.

Description <i>C/S Code: 91039</i>	Original Contract Period Firm, Fixed Price	First Renewal Period Firm, Fixed Price	Second Renewal Period Firm, Fixed Price	Third Renewal Period Firm, Fixed Price	Fourth Renewal Period Firm, Fixed Price
For cleaning carpet <u>in addition to</u> that required herein:					
Carpet cleaning/wet extraction	\$ _____ per square foot, Line Item 006	\$ _____ per square foot, Line Item 007	\$ _____ per square foot, Line Item 008	\$ _____ per square foot, Line Item 009	\$ _____ per square foot, Line Item 010
For professional deep cleaning of upholstered furniture <u>in addition to</u> that required herein:					
Strip and refinish Hard Flooring	\$ _____ per square foot, Line Item 011	\$ _____ per square foot, Line Item 012	\$ _____ per square foot, Line Item 013	\$ _____ per square foot, Line Item 014	\$ _____ per square foot, Line Item 015
For professional deep cleaning of upholstered furniture <u>in addition to</u> that required herein:					
Manager's Chair	\$ _____ per chair Line Item 016	\$ _____ per chair Line Item 017	\$ _____ per chair Line Item 018	\$ _____ per chair Line Item 019	\$ _____ per chair Line Item 020
Side Chair (upholstered without chair arm upholstering)	\$ _____ per chair Line Item 021	\$ _____ per chair Line Item 022	\$ _____ per chair Line Item 023	\$ _____ per chair Line Item 024	\$ _____ per chair Line Item 025
Sofa	\$ _____ per sofa Line Item 026	\$ _____ per sofa Line Item 027	\$ _____ per sofa Line Item 028	\$ _____ per sofa Line Item 029	\$ _____ per sofa Line Item 030

PRICING PAGE Continued

Description <i>C/S Code: 91039</i>	Original Contract Period Firm, Fixed Price	First Renewal Period Firm, Fixed Price	Second Renewal Period Firm, Fixed Price	Third Renewal Period Firm, Fixed Price	Fourth Renewal Period Firm, Fixed Price
For Construction Clean-up Services:					
One time construction clean-up	\$ _____ <i>per square foot,</i> Line Item 031	\$ _____ <i>per square foot,</i> Line Item 032	\$ _____ <i>per square foot,</i> Line Item 033	\$ _____ <i>per square foot,</i> Line Item 034	\$ _____ <i>per square foot,</i> Line Item 035
Ongoing construction clean-up	\$ _____ <i>per square foot,</i> Line Item 036	\$ _____ <i>per square foot,</i> Line Item 037	\$ _____ <i>per square foot,</i> Line Item 038	\$ _____ <i>per square foot,</i> Line Item 039	\$ _____ <i>per square foot,</i> Line Item 040
For Additional Janitorial Personnel:					
Additional Personnel	\$ _____ <i>per hour, per person</i> Line Item 041	\$ _____ <i>per hour, per person</i> Line Item 042	\$ _____ <i>per hour, per person</i> Line Item 043	\$ _____ <i>per hour, per person</i> Line Item 044	\$ _____ <i>per hour, per person</i> Line Item 045

EXHIBIT A**CURRENT/PRIOR EXPERIENCE**

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor's current/prior experience. The bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For:)	
Name and Address of Reference Company:	
Reference Contact Person:	Name: _____ Phone Number: _____ Email Address: _____
Dates of Service:	
Dollar Value of Services	
Square Footage of the Building	Total Square Feet: _____ Square Feet of Carpeted Area: _____ Square Feet of Hard Surface Floors: _____
Description of Prior Services Performed, Including an Indication as to Whether Carpet Cleaning was Performed and the Square Footage of the Carpeted Area	Carpet Cleaning Provided: ____ Yes ____ No. If yes, indicate the square footage of carpeted area: _____

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the bidder referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT B**PARTICIPATION COMMITMENT**

Organization for the Blind/Sheltered Workshop Participation Commitment – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop, the bidder must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bidder's bid.

Name of Organization for the Blind or Sheltered Workshop Proposed	By completing this table, the bidder commits to use of the organization at the greater of either \$5,000 or 2% of the total dollar value of contract	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop

EXHIBIT C**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.

Indicate appropriate business classification(s):

_____ Organization for the Blind

_____ Sheltered Workshop

Name of Organization _____

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Describe the products/services you (*as the participating organization*) have agreed to provide:

Document the amount of participation the bidder has committed to you (*as the participating organization*) for the products/services you are providing:

_____ or _____
 _____ % of Total Value of Contract
 _____ Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT D**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to 34.074 RSMo, the Division of Facilities Management Design and Construction has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information**Business Information**

 Service-Disabled Veteran's Name, (Please Print)

 Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

 Missouri Address of Service-Disabled Veteran Business

EXHIBIT E
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder/contractor must certify their current business status by completing either Box A or Box B on this Exhibit.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under **SDA486/FMDC-09-0030** and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Office of Administration, Division of Facilities Management, Design and Construction) with all documentation required in Box B of this exhibit.

 Authorized Representative's Name
 (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT E, continued**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the bidder/contractor must perform/provide the following. The bidder/contractor should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division; (if the signature page of the of the MOU lists the bidder's/contractor's name, then no additional pages of the MOU must be submitted); AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT E, continued**AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to **SDA486/FMDC-09-0030** for the duration of the contract, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **SDA486/FMDC-09-0030** for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT F**MISCELLANEOUS INFORMATION****Familiarity with the Building**

The bidder should document a thorough knowledge of the building based on either (1) the bidder's attendance at the scheduled tour, or (2) through other knowledge of the building gained from some other means.

_____	I attended the scheduled tour. The bidder's attendance at the tour shall be verified by the attendance record.
_____	I did <u>not</u> attend the scheduled tour. The bidder should provide relevant information regarding their familiarity with the physical layout, condition, etc., of the building. The bidder is advised that neither the review of building floor plans nor an independent public viewing gives an accurate account of knowledge of the building for janitorial purposes. _____ _____ _____

Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the bidder MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
	In what office/agency are they employed?
	Employment Title:
Percentage of ownership interest in bidder's organization:	_____ %

EXHIBIT G**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this bid, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT #1

(DO NOT INCLUDE WITH BID SUBMISSION – FOR USE UPON CONTRACT AWARD ONLY)

OFFICE OF ADMINISTRATION,
DIVISION OF FACILITIES MANAGEMENT,
DESIGN & CONSTRUCTION

AUTHORIZATION FOR RELEASE OF INFORMATION

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the Office of Administration, Division of Facilities Management, Design and Construction, may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the Office of Administration, Division of Facilities Management, Design and Construction, and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, and all other persons, firms, corporations, and institutions supplying the above requested information.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth date

Applicant's Social Security Number

ATTACHMENT #2

(DO NOT INCLUDE WITH BID SUBMISSION – FOR USE UPON CONTRACT AWARD ONLY)

STATE OF MISSOURI, OFFICE OF ADMINISTRATION**CONFIDENTIALITY OATH**

I have been notified that Section 32.057 of the Missouri Revised Statutes, and Section 7213 of the Federal Internal Revenue Code impose criminal penalties for the unauthorized disclosure of tax information received from the federal government or by the State of Missouri. I will not reveal the condition or affairs of any person, firm, or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

Signature of Employee/Agent

Witness

Date

ATTACHMENT #3
SQUARE FOOTAGE PER FLOOR, PER BUILDING

Fletcher Daniels State Office Building					
	Total SqFt Carpet	Total SqFt Hard Flooring	Public Restrooms	Private Restrooms	Stairwells
29,411 Basement	3,852	25,559	2		2
30,494 Ground	12,741	17,753	4	1	2
19,031 1 st Floor	9,141	9,890	2		2
25,619 2 nd Floor	23,954	1,665	2		2
25,619 3 rd Floor	23,957	1,662	2		2
25,845 4 th Floor	24,183	1,662	2		2
26,136 5 th Floor	25,147	989	2	1	2
Total	122,975	59,180	16	2	2

Fletcher Daniels State Office Building Square Foot total =182,155 sq. ft.

KC DOLIR State Office Building					
	Total SqFt Carpet	Total SqFt Hard Flooring	Public Restrooms	Private Restrooms	Stairwells
1 st Floor	31,936	1,265.5	2	0	2
2 nd Floor	30,752	1,265.5	2	2	2
Total	62,688	2,531	4	2	2

KC DOLIR State Office Building Square Foot total = 65,219 sq. ft.

KC Welcome Center					
	Total SqFt Carpet	Total SqFt Hard Flooring	Public Restrooms	Private Restrooms	Stairwells
1 st Floor	0	2,425	2		0
Total	0	2,425	2	0	0

KC Welcome Center Square Foot total =2,425 sq. ft.

ATTACHMENT #3 (Continued)
SQUARE FOOTAGE PER FLOOR, PER BUILDING

Total Square Footage for Kansas City					
	Total SqFt Carpet	Total SqFt Hard Flooring	Public Restrooms	Private Restrooms	Stairwells
Fletcher Daniels Total	122,975	59,180	16	2	2
KC DOLIR Total	62,688	2,531	4	2	2
KC Welcome Ctr Total	0	2,425	2	0	0
TOTAL	185,663	64,136	22	4	4

ATTACHMENT #4

INFORMATION FOR REQUIRED MATTING

Fletcher Daniels State Office Building

21 ea. 4' x 6'
6 ea. 4' x 12'

Kansas City DOLIR

3 ea. 4' x 6'
3 ea. 4' x 12'

Kansas City Welcome Center

4 ea. 4' x 6'

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency/State Agency** means the statutory unit of Missouri state government for which the equipment, supplies, and/or services are being purchased. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the state agency. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Facility** means the specific location identified herein for which the supplies are being solicited.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the state agency to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- l. **May** means that a certain feature, component, or action is desirable but not mandatory.
- m. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- o. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing this procurement.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** has the same meaning as the word **may**.
- r. **Supplies** means supplies, materials, equipment, contractual services and any and all articles or things, except for utility services regulated under Chapter 393, RSMo.
- s. **Value** includes but is not limited to price, performance, and quality. In assessing value, the state agency may consider the economic impact to the state of Missouri for Missouri products versus the economic impact of products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state agency.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the state agency if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the state agency, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the state agency in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

- d. The state agency reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the state agency and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the OA/FMDC office located at 301 West High St, Rm 730 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the OA/FMDC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the OA/FMDC office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the OA/FMDC office may be modified by signed, written notice which has been received by the OA/FMDC prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the OA/FMDC office may only be withdrawn by a signed, written notice or facsimile which has been received by the OA/FMDC prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to OA/FMDC must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The state agency will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the OA/FMDC office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the state agency to be in the best interest of the State of Missouri.

- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the state agency reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the state agency reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The state agency reserves the right to reject any and all bids.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the state agency to the successful bidder. The state agency reserves the right to make awards by item, group of items, or on an all or none basis. The grouping of items awarded shall be determined by state agency based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- l. The state agency reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by state agency.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) state agency's acceptance of the response (bid) by "notice of award." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the state agency prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state agency.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state agency, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state agency may cancel the contract. At its sole discretion, the state agency may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state agency within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state agency will issue a notice of cancellation terminating the contract immediately.
- c. If the state agency cancels the contract for breach, the state agency reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state agency deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state agency immediately.
- b. Upon learning of any such actions, the state agency reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state agency shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state agency until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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